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9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 CATALIN-MARIUS GRAUR,

16 Defendant.  
17

No. 2:24-CR-439-MCS

PLEA AGREEMENT FOR DEFENDANT  
CATALIN-MARIUS GRAUR

18 1. This constitutes the plea agreement between CATALIN-MARIUS  
19 GRAUR ("defendant"), and the United States Attorney's Office for the  
20 Central District of California (the "USAO") in the above-captioned  
21 case. This agreement is limited to the USAO and cannot bind any  
22 other federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a) At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to Count One of the  
28

1 Information, which charges defendant with Conspiracy to Commit Bank  
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing  
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as  
7 ordered for service of sentence, obey all conditions of any bond,  
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are  
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the  
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before  
16 the time of sentencing unless defendant lacks the ability to pay and  
17 prior to sentencing submits a completed financial statement on a  
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the  
20 conviction or sentence except a post-conviction collateral attack  
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of  
24 imprisonment imposed exceeds thirty years.

25 k) Support the government's request that defendant's  
26 supervised release include the following suspicionless search  
27 conditions:

1 Defendant shall submit defendant's person and any  
2 property, residence, vehicle, papers, computer, other  
3 electronic communication or data storage devices or media,  
4 and effects to search and seizure at any time of the day  
5 or night by any law enforcement or probation officer, with  
6 or without a warrant, and with or without cause. If  
7 stopped or questioned by a law enforcement officer for any  
8 reason, defendant shall notify that officer that defendant  
9 is on federal supervised release and subject to search  
10 with or without cause.

11 3. Defendant further agrees to:

12 a. Immediately and irrevocably forfeit to the United  
13 States of America any and all interests of defendant in the  
14 following items (collectively referred to herein as the "Forfeitable  
15 Property"), which Forfeitable Property defendant agrees (1)  
16 constitutes or is derived from proceeds traceable to violations of  
17 18 U.S.C. §§ 1028A and 1344; (2) was used or intended to be used to  
18 commit or to facilitate the commission of violations of 18 U.S.C.  
19 § 1028A; and (3) shall, at the sole election of the United States of  
20 America, be criminally forfeited or civilly forfeited,  
21 administratively or judicially, pursuant to 18 U.S.C. §§ 981, 982  
22 and 1028 or otherwise: \$37,263 in U.S. Currency seized on or about  
23 June 20, 2024, during the execution of a search warrant at a Bronx,  
24 New York residence where defendant was arrested.

25 b. Hereby withdraw any claim or petition for remission  
26 defendant submitted to any federal agency in any administrative  
27 forfeiture proceedings commenced by that agency with respect to the  
28 Forfeitable Property. Defendant further waives defendant's rights,  
if any, to any further notice relative to the administrative  
forfeiture proceedings and understands, acknowledges and agrees that  
defendant's interests in the Forfeitable Property shall be

1 administratively forfeited to the United States of America without  
2 any further notice.

3 c. Refrain from contesting or seeking remission with  
4 respect to the Forfeitable Property (by filing a claim, statement of  
5 interest, petition for an ancillary proceeding, petition for  
6 remission or otherwise) of the Forfeitable Property in any  
7 administrative or judicial proceeding, or assisting any other person  
8 or entity in falsely contesting the forfeiture of the Forfeitable  
9 Property in any administrative or judicial proceeding.

10 d. Take all steps necessary to pass to the United States  
11 of America clear title to the Forfeitable Property, including,  
12 without limitation, the execution of stipulations for the entry of  
13 consent judgments of forfeiture of the Forfeitable Property,  
14 stipulations for the entry of preliminary orders of forfeiture  
15 relative to the Forfeitable Property and the completion of any other  
16 legal documents required for the transfer of title to the  
17 Forfeitable Property to the United States of America.

18 e. The Court's entry of an order of forfeiture at or  
19 before sentencing with respect to the Forfeitable Property and to  
20 the forfeiture of the Forfeitable Property. Defendant knowingly and  
21 voluntarily waives (i) the requirements of Federal Rules of Criminal  
22 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the  
23 charging instrument, announcement of the forfeiture at sentencing  
24 and incorporation of the forfeiture in the judgment; (ii) all  
25 constitutional and statutory challenges in any manner (including by  
26 direct appeal, habeas corpus or any other means) to any forfeiture  
27 carried out in accordance with this agreement on any grounds; and  
28 (iii) all constitutional, legal and equitable defenses to the

1 forfeiture of the Forfeitable Property in any proceeding on any  
2 grounds including, without limitation, that the forfeiture  
3 constitutes an excessive fine or punishment. Defendant also  
4 acknowledges and understands that the forfeiture of the Forfeitable  
5 Property is part of the sentence that may be imposed in this case  
6 and waives any failure by the Court to advise defendant of this,  
7 pursuant to Rule 11(b)(1)(J), at the time defendant's guilty plea is  
8 accepted.

9 f. Forfeiture of the Forfeitable Property not being  
10 counted toward satisfaction of any (i) special assessment, fine,  
11 restitution, or any other penalty the Court may impose; or  
12 (ii) taxes, penalties, or interest owed to the Internal Revenue  
13 Service.

#### 14 THE USAO'S OBLIGATIONS

15 4. The USAO agrees to:

- 16 a) Not contest facts agreed to in this agreement.  
17 b) At the time of sentencing, move to dismiss the  
18 remaining count of the Information as against defendant. Defendant  
19 understands, however, that at the time of sentencing the Court may  
20 consider any dismissed charges in determining the applicable  
21 Sentencing Guidelines range, the propriety and extent of any  
22 departure from that range, and the sentence to be imposed.

#### 23 NATURE OF THE OFFENSE

24 5. Defendant understands that for defendant to be guilty of  
25 conspiracy to commit bank fraud, in violation of Title 18, United  
26 States Code, Section 1349, the following must be true: First,  
27 during the time period alleged in the Information there was an  
28 agreement between two or more persons to commit bank fraud; Second,

1 defendant became a member of the conspiracy knowing of its object  
2 and intending to help accomplish it. The elements of bank fraud, in  
3 turn, are as follows: First, defendant knowingly carried out a  
4 scheme or plan to obtain money or property from a financial  
5 institution by making false statements or promises; Second,  
6 defendant knew that the statements or promises were false; Third,  
7 the statements or promises were material, that is, they had a  
8 natural tendency to influence, or were capable of influencing, a  
9 financial institution to part with money or property; Fourth, the  
10 defendant acted with the intent to defraud; and Fifth, the financial  
11 institution was federally insured.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum sentence  
14 that the Court can impose for a violation of Title 18, United States  
15 Code, Sections 1349, 1344, is: 30 years' imprisonment; a five-year  
16 period of supervised release; a fine of \$1,000,000, or twice the  
17 gross gain or loss, whichever is greatest; and a mandatory special  
18 assessment of \$100.

19 7. Defendant understands that supervised release is a period  
20 of time following imprisonment during which defendant will be  
21 subject to various restrictions and requirements. Defendant  
22 understands that if defendant violates one or more of the conditions  
23 of any supervised release imposed, defendant may be returned to  
24 prison for all or part of the term of supervised release authorized  
25 by statute for the offense that resulted in the term of supervised  
26 release, which could result in defendant serving a total term of  
27 imprisonment greater than the statutory maximum stated above.

1           8. Defendant understands that, by pleading guilty, defendant  
2 may be giving up valuable government benefits and valuable civic  
3 rights, such as the right to vote, the right to possess a firearm,  
4 the right to hold office, and the right to serve on a jury.  
5 Defendant understands that once the court accepts defendant's guilty  
6 plea, it will be a federal felony for defendant to possess a firearm  
7 or ammunition. Defendant understands that the conviction in this  
8 case may also subject defendant to various other collateral  
9 consequences, including but not limited to revocation of probation,  
10 parole, or supervised release in another case and suspension or  
11 revocation of a professional license. Defendant understands that  
12 unanticipated collateral consequences will not serve as grounds to  
13 withdraw defendant's guilty plea.

14           9. Defendant and defendant's counsel have discussed the fact  
15 that, and defendant understands that, because defendant is not a  
16 United States citizen, the conviction in this case makes it  
17 practically inevitable and a virtual certainty that defendant will  
18 be removed or deported from the United States. Defendant may also  
19 be denied United States citizenship and admission to the United  
20 States in the future. Defendant understands that while there may be  
21 arguments that defendant can raise in immigration proceedings to  
22 avoid or delay removal, removal is presumptively mandatory and a  
23 virtual certainty in this case. Defendant further understands that  
24 removal and immigration consequences are the subject of a separate  
25 proceeding and that no one, including defendant's attorney or the  
26 Court, can predict to an absolute certainty the effect of  
27 defendant's conviction on defendant's immigration status. Defendant  
28 nevertheless affirms that defendant wants to plead guilty regardless

1 of any immigration consequences that this plea may entail, even if  
2 the consequence is automatic removal from the United States.

3 10. Defendant understands that defendant will be required to  
4 pay full restitution to the victims of the offense to which  
5 defendant is pleading guilty. Defendant agrees that, in return for  
6 the USAO's compliance with its obligations under this agreement, the  
7 Court may order restitution to persons other than the victims of the  
8 offenses to which defendant is pleading guilty and in amounts  
9 greater than those alleged in the count to which defendant is  
10 pleading guilty. In particular, defendant agrees that the Court may  
11 order restitution to any victim of any of the following for any  
12 losses suffered by that victim as a result: (a) any relevant  
13 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the  
14 offenses to which defendant is pleading guilty; and (b) any counts  
15 dismissed and charges not prosecuted pursuant to this agreement as  
16 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in  
17 connection with those counts and charges.

18 FACTUAL BASIS

19 11. Defendant admits that defendant is, in fact, guilty of the  
20 offenses to which defendant is agreeing to plead guilty. Defendant  
21 and the USAO agree to the statement of facts provided below and  
22 agree that this statement of facts is sufficient to support a plea  
23 of guilty to the charges described in this agreement and to  
24 establish the Sentencing Guidelines factors set forth below but is  
25 not meant to be a complete recitation of all facts relevant to the  
26 underlying criminal conduct or all facts known to either party that  
27 relate to that conduct.



1 Beginning in or before 2021, and continuing through at least  
2 June 20, 2024, there was an agreement between two or more  
3 persons to commit bank fraud. Defendant became a member of  
4 that conspiracy knowing of its object and intending to help  
5 accomplish it. In furtherance of the conspiracy, defendant and  
6 his co-conspirators installed "skimming" devices in ATMs that  
7 recorded the account information of later users of those ATMs.  
8 Defendant and his co-conspirators, acting with the intent to  
9 defraud, then copied that account information onto counterfeit  
10 cards, and used them to make ATM withdrawals from the victims'  
11 accounts. On May 2, 2022, defendant used access cards which  
12 had been re-encoded with the account information of victims  
13 O.V., J.T., H.S., and A.T. to withdraw cash from their accounts  
14 at a Citibank ATM in Costa Mesa, California. As a result of  
15 this conspiracy, federally-insured financial institutions  
16 including Wells Fargo Bank, Citibank, Union Bank, and Bank of  
17 America sustained actual losses. The \$37,263 in cash seized on  
18 June 20, 2024, from the Airbnb in which defendant was staying  
19 in the Bronx, New York, was proceeds of this conspiracy.

#### 20 SENTENCING FACTORS

21 12. Defendant understands that in determining defendant's  
22 sentence the Court is required to calculate the applicable  
23 Sentencing Guidelines range and to consider that range, possible  
24 departures under the Sentencing Guidelines, and the other sentencing  
25 factors set forth in 18 U.S.C. § 3553(a). Defendant understands  
26 that the Sentencing Guidelines are advisory only, that defendant  
27 cannot have any expectation of receiving a sentence within the  
28 calculated Sentencing Guidelines range, and that after considering  
the Sentencing Guidelines and the other § 3553(a) factors, the Court  
will be free to exercise its discretion to impose any sentence it  
finds appropriate up to the maximum set by statute for the crimes of  
conviction.

13 13. Defendant and the USAO agree to the following applicable  
14 Sentencing Guidelines factors:

1 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

2 Defendant and the USAO reserve the right to argue that additional  
3 specific offense characteristics, adjustments, and departures under  
4 the Sentencing Guidelines are appropriate.

5 14. Defendant understands that there is no agreement as to  
6 defendant's criminal history score or category.

7 15. Defendant and the USAO reserve the right to argue for a  
8 sentence outside the sentencing range established by the Sentencing  
9 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
10 (a)(2), (a)(3), (a)(6), and (a)(7).

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 16. Defendant understands that by pleading guilty, defendant  
13 gives up the following rights:

14 a) The right to persist in a plea of not guilty.

15 b) The right to a speedy and public trial by jury.

16 c) The right to be represented by counsel - and if  
17 necessary have the court appoint counsel - at trial. Defendant  
18 understands, however, that, defendant retains the right to be  
19 represented by counsel - and if necessary have the court appoint  
20 counsel - at every other stage of the proceeding.

21 d) The right to be presumed innocent and to have the  
22 burden of proof placed on the government to prove defendant guilty  
23 beyond a reasonable doubt.

24 e) The right to confront and cross-examine witnesses  
25 against defendant.

26 f) The right to testify and to present evidence in  
27 opposition to the charges, including the right to compel the  
28 attendance of witnesses to testify.

1 g) The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4 h) Any and all rights to pursue any affirmative  
5 defenses, Fourth Amendment or Fifth Amendment claims, and other  
6 pretrial motions that have been filed or could be filed.

7 LIMITED WAIVER OF DISCOVERY

8 17. In exchange for the government's obligations under this  
9 agreement, defendant gives up any right defendant may have had to  
10 review any additional discovery.

11 ABANDONMENT OF DIGITAL DEVICES AND SKIMMING EQUIPMENT

12 18. Defendant abandons all right, title, and interest  
13 defendant had in any of the skimming equipment or digital devices  
14 seized by law enforcement officials in this case, which defendant  
15 admits are instrumentalities of defendant's offense.

16 WAIVER OF APPEAL OF CONVICTION

17 19. Defendant understands that, with the exception of an  
18 appeal based on a claim that defendant's guilty pleas were  
19 involuntary, by pleading guilty defendant is waiving and giving up  
20 any right to appeal defendant's convictions on the offenses to which  
21 defendant is pleading guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 20. Defendant agrees that, provided the Court imposes a term  
24 of imprisonment of no more than thirty years, defendant gives up the  
25 right to appeal all of the following: (a) the procedures and  
26 calculations used to determine and impose any portion of the  
27 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
28 fine imposed by the court, provided it is within the statutory

1 maximum; (d) the term of probation or supervised release imposed by  
2 the Court, provided it is within the statutory maximum; (e) the  
3 amount and terms of any restitution order, provided it requires  
4 payment of no more than \$1,000,000; and (f) the conditions of  
5 probation or supervised release imposed by the Court.

6 21. Defendant also gives up any right to bring a post-  
7 conviction collateral attack on the convictions or sentence,  
8 including any order of restitution, except a post-conviction  
9 collateral attack based on a claim of ineffective assistance of  
10 counsel, a claim of newly discovered evidence, or an explicitly  
11 retroactive change in the applicable Sentencing Guidelines,  
12 sentencing statutes, or statutes of conviction.

13 22. The USAO gives up its right to appeal any portion of the  
14 sentence unless defendant files a notice of appeal, in which case  
15 the USAO is free to cross-appeal every aspect of the sentence.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 23. Defendant agrees that if, after entering a guilty plea  
18 pursuant to this agreement, defendant seeks to withdraw and succeeds  
19 in withdrawing defendant's guilty plea on any basis other than a  
20 claim and finding that entry into this plea agreement was  
21 involuntary, then (a) the USAO will be relieved of all of its  
22 obligations under this agreement; and (b) should the USAO choose to  
23 pursue any charge that was either dismissed or not filed as a result  
24 of this agreement, then (i) any applicable statute of limitations  
25 will be tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action; and  
27 (ii) defendant waives and gives up all defenses based on the statute  
28 of limitations, any claim of pre-indictment delay, or any speedy

1 trial claim with respect to any such action, except to the extent  
2 that such defenses existed as of the date of defendant's signing  
3 this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 24. This agreement is effective upon signature and execution  
6 of all required certifications by defendant, defendant's counsel,  
7 and an Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 25. Defendant agrees that if defendant, at any time after the  
10 effective date of this agreement, knowingly violates or fails to  
11 perform any of defendant's obligations under this agreement ("a  
12 breach"), the USAO may declare this agreement breached. All of  
13 defendant's obligations are material, a single breach of this  
14 agreement is sufficient for the USAO to declare a breach, and  
15 defendant shall not be deemed to have cured a breach without the  
16 express agreement of the USAO in writing. If the USAO declares this  
17 agreement breached, and the Court finds such a breach to have  
18 occurred, then: (a) if defendant has previously entered a guilty  
19 plea pursuant to this agreement, defendant will not be able to  
20 withdraw the guilty pleas, (b) the USAO will be relieved of all its  
21 obligations under this agreement, and (c) defendant will still be  
22 bound by defendant's obligations under this agreement.

23 26. Following the Court's finding of a knowing breach of this  
24 agreement by defendant, should the USAO choose to pursue any charge  
25 that was either dismissed or not filed as a result of this  
26 agreement, then:

1 a) Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of  
3 this agreement and the filing commencing any such action.

4 b) Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or  
6 any speedy trial claim with respect to any such action, except to  
7 the extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9 c) Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from  
13 such statements, shall be admissible against defendant in any such  
14 action against defendant, and defendant waives and gives up any  
15 claim under the United States Constitution, any statute, Rule 410 of  
16 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
17 Criminal Procedure, or any other federal rule, that the statements  
18 or any evidence derived from the statements should be suppressed or  
19 are inadmissible.

20 COURT AND PROBATION OFFICE NOT PARTIES

21 27. Defendant understands that the Court and the United States  
22 Probation Office are not parties to this agreement and need not  
23 accept any of the USAO's sentencing recommendations or the parties'  
24 agreements to facts or sentencing factors.

25 28. Defendant understands that both defendant and the USAO are  
26 free to: (a) supplement the facts by supplying relevant information  
27 to the United States Probation Office and the Court, (b) correct any  
28 and all factual misstatements relating to the Court's Sentencing

1 Guidelines calculations and determination of sentence, and (c) argue  
2 on appeal and collateral review that the Court's Sentencing  
3 Guidelines calculations and the sentence it chooses to impose are  
4 not error, although each party agrees to maintain its view that the  
5 calculations in the plea agreement are consistent with the facts of  
6 this case. While this paragraph permits both the USAO and defendant  
7 to submit full and complete factual information to the United States  
8 Probation Office and the Court, even if that factual information may  
9 be viewed as inconsistent with the facts agreed to in this  
10 agreement, this paragraph does not affect defendant's and the USAO's  
11 obligations not to contest the facts agreed to in this agreement.

12 29. Defendant understands that even if the Court ignores any  
13 sentencing recommendation, finds facts or reaches conclusions  
14 different from those agreed to, and/or imposes any sentence up to  
15 the maximum established by statute, defendant cannot, for that  
16 reason, withdraw defendant's guilty pleas, and defendant will remain  
17 bound to fulfill all defendant's obligations under this agreement.  
18 Defendant understands that no one -- not the prosecutor, defendant's  
19 attorney, or the Court -- can make a binding prediction or promise  
20 regarding the sentence defendant will receive, except that it will  
21 be within the statutory maximum.

22 NO ADDITIONAL AGREEMENTS

23 30. Defendant understands that, except as set forth herein,  
24 there are no promises, understandings, or agreements between the  
25 USAO and defendant or defendant's attorney, and that no additional  
26 promise, understanding, or agreement may be entered into unless in a  
27 writing signed by all parties or on the record in court.  
28



PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.  
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

Andrew Brown

ANDREW BROWN  
Assistant United States Attorney

July 26, 2024

Date

CATALIN-MARIUS GRAUR  
Defendant

09/18/2024  
Date

JOHN TARGOWSKI  
Attorney for Defendant  
CATALIN-MARIUS GRAUR

09/18/2024  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. Further, I have had this agreement read to me in its entirety in Romanian, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the



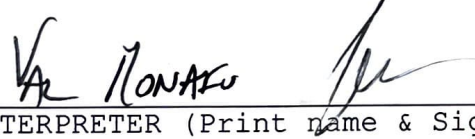
1 consequences of entering into this agreement. No promises,  
2 inducements, or representations of any kind have been made to me  
3 other than those contained in this agreement. No one has threatened  
4 or forced me in any way to enter into this agreement. I am  
5 satisfied with the representation of my attorney in this matter, and  
6 I am pleading guilty because I am guilty of the charge and wish to  
7 take advantage of the promises set forth in this agreement, and not  
8 for any other reason.

9  
10   
11 CATALIN-MARIUS GRAUR  
12 Defendant

09/18/2024  
Date

13 CERTIFICATION OF INTERPRETER

14 I am fluent in the written and spoken English and Romanian. I  
15 accurately translated this entire agreement from English into  
16 Romanian to defendant on this date.

17   
18 INTERPRETER (Print name & Sign)

9/18/24  
Date

19 CERTIFICATION OF DEFENDANT'S ATTORNEY

20 I am CATALIN-MARIUS GRAUR's attorney. I have carefully and  
21 thoroughly discussed every part of this agreement with my client.  
22 Further, I have fully advised my client of my client's rights, of  
23 possible pretrial motions that might be filed, of possible defenses  
24 that might be asserted either prior to or at trial, of the  
25 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant  
26 Sentencing Guidelines provisions, and of the consequences of  
27 entering into this agreement. To my knowledge: no promises,  
28

1 inducements, or representations of any kind have been made to my  
2 client other than those contained in this agreement; no one has  
3 threatened or forced my client in any way to enter into this  
4 agreement; my client's decision to enter into this agreement is an  
5 informed and voluntary one; and the factual basis set forth in this  
6 agreement is sufficient to support my client's entry of a guilty  
7 plea pursuant to this agreement.

8  
9   
10 \_\_\_\_\_  
11 JOHN TARGOWSKI  
12 Attorney for Defendant  
13 CATALIN-MARIUS GRAUR  
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9-18-24  
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Date